

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER FOXB52N21560100		PAGE 1 OF 21	
2. CONTRACT NO. F22600-02-S-0003		3. AWARD/EFFECTIVE DATE 01-Sep-2002		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY 81ST CONTRACTING SQUADRON TSGT KIMBERLEY ALVAREZ 310 M STREET, RM 102 KEESLER AFB MS 39534-2147 TEL: 228-377-1806 FAX: 228-377-3298		CODE FA3010		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO TRIANGLE FITNESS CENTER - FOXB52 ELLEN L. HICKS / CONTRACTING OFFICER 834 FLACON STREET BLDG 7503 KEESLER AFB MS 39534		CODE FOXB52		16. ADMINISTERED BY 81ST CONTRACTING SQUADRON 310 M STREET RM 102 KEESLER AFB MS 39534-2147			
17 a. CONTRACTOR/ OFFEROR POWER SHACK INC. P.O. BOX 6752 BILOXI MS 39540 TEL.		CODE FACILITY CODE 		18 a. PAYMENT WILL BE MADE BY INCOME NO PAYMENT WILL BE MADE BY THE GOVERNMENT ON THIS CONTRACTUAL INSTRUMENT KEESLER AFB MS 39534			
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		SEE SCHEDULE					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT \$2,400.00	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				COPIES 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) REGGIE E. TEMPLE / FLIGHT B, TEAM B LEADER		31 c. DATE SIGNED 01-Aug-2002	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Vending Machines FFP – SERVICES, VENDING MACHINE(S) - Provide Triangle Fitness Center with vending machine(s) to sell sports drink beverages, protein bars, health snacks vitamin supplement products, and light accessories (gloves, wrist supports, and knee wraps). Power Shack will be responsible for providing the maintenance, initial and restocking of such machine. MILSTRIP FOXB52N21560100 PURCHASE REQUEST NUMBER FOXB52N21560100				

 NET AMT
CONCESSIONAIRE CONTRACT FORMAT**Contract No. F22600-02-S-0003****ARTICLE I:**

That:

1. This Concessionaire contract by and between the Triangle Fitness Center hereinafter referred to as the NAFI, and Power Shack Inc., hereinafter referred to as the Concessionaire, is for the Concessionaire to provide sports drink beverages, protein bars, health snacks, vitamin supplement products, and light accessories (gloves, wrist and knee wraps) to authorized patrons at assigned space at Keesler AFB, MS for a period of days 12 months, beginning 01 Sep 02 and ending 30 Aug 03 . The hours of operations of this concession will be the same as those of the NAFI where the Concessionaire has been assigned space or as specified in writing by the Contracting Officer. The NAFI will furnish for use of the Concessionaire the following described items: (1) Grant the Concessionaire permission to furnish, install and maintain the machine and (2) Furnish sufficient quantities of space and utilities (including electrical outlets) to ensure operations of the machines.

2. Concessionaire will pay the NAFI a fee in the amount of \$200.00. Payment of fees due the NAFI must be made monthly, no later than the first of each month, or the first workday after each weekend.

ARTICLE II. The Concessionaire shall:

1. Operate the machines set forth in Appendix A and provide maintenance, which is satisfactory to the NAFI. Provide products or services of a quality satisfactory to the NAFI manager or his or her duly authorized representative.

2. At Concessionaire's expense, obtain all permits, give all necessary notices; pay all license fees; and comply with all municipal, and national laws, rules, ordinances, and regulations, as they may apply and assume complete and sole liability for all national, state and local taxes applicable to the property, income, and transactions as prescribed in Article IV, paragraph 5, below.

3. Comply with all applicable laws pertaining to wages, worker's compensation, equal opportunity, and so forth, as implemented by Air Force directives and required by law.
4. Make no alterations in the facilities provided for placement of machines without prior approval from the Contracting Officer.
5. On request of the NAFI manager, or representative, remove from duties on the military installation any servant, agent, or employee of Concessionaire whose conduct while in and about the premises covered by this Contract interferes with proper service or discipline.
6. Indemnify, hold and save harmless, and defend the NAFI from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicted on loss of or damage to the property of, and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the Contractor, their agents, servants, or employees while in, on, or about the military installation wherein the concession is located, or while departing from the same; and to indemnify and save harmless the NAFI from and on account of damages of any kind which the NAFI may suffer as the result of acts of negligence, fraud, or misconduct of any Concessionaire's agents, servants, or employees..
7. Provide insurance for all non-Government property and merchandise used by the Concessionaire in the operation of the concession against theft, fire, storm, flood, and damage, or destruction through any other force of nature; or in lieu thereof, to relieve the NAFI from any liability arising from such theft, loss, damage, or destruction
8. At the termination of this Contract, property furnished to the Concessionaire by the NAFI shall be returned in as good order and condition as when Concessionaire began operations therein, with the exception of ordinary wear.

ARTICLE III.

Concessionaire shall not:

1. Represent or permit itself to be represented to the public as an agent or employee of the NAFI by the use of the name of the NAFI on letters, bills, signs, or by any other means. The Concessionaire, its servants, agents, and employees, are in no sense agents of the United States, the NAFI, the commander of the installation within which the concession exists, or of any other entity having to do with the operations of the NAFI.
2. Sell or remove any property, which is owned by the NAFI or any other part of the Federal Government and is used in the operation of the concession.
3. Sublet any of the premises assigned to it or assign to another concession, any part of the premises, or any responsibilities under this contract.
4. Engage in or permit gambling or possession or use of any gambling device on the concession premises or elsewhere on the installation.
5. Sell, deal in, or otherwise possess or transfer, on the concession premises, any form of intoxicating liquors or narcotics.
6. Loan money to or borrow money from customers or others, which includes Federal Government (including NAFI) employees and military personnel.
7. Give or offer to any officer or employee of the NAFI, or any other part of the Federal Government, any gift, privilege, special benefit, discount, or anything else of material or personal nature whereby the individual or employee would receive preferential treatment.
8. Use the premises and facilities provided for any purpose other than those specifically set forth herein, or permit or acquiesce in any such unauthorized use by any of its agents, representative, or employees.

ARTICLE IV:

That:

1. Concessionaire shall pay all operating expenses not expressly undertaken by the NAFI in Article I, paragraph 1, of this contract. Operating expenses include: replacement parts, tools and so forth, required to keep the machines in good working order.
2. This contract, unless sooner terminated as herein provided, will be for 1 year from the date of commencement of services set forth in clause 7a below plus the 10 calendar day phase-out-period.
3. This contract is automatically terminated in the event the NAFI is dissolved.
4. On expiration of the term fixed in this Contract or on prior revocation or termination as herein provided, the Concessionaire must immediately remove at the expense of the Concessionaire, or consider property to be abandoned by the Concessionaire and dispose of the abandoned property.
5. Taxes

- a. The Concessionaire assumes complete and sole liability for all Federal, State, hose country, and local taxes applicable to the property, income, and transactions of the concessionaire; and where required by applicable laws and regulations will collect and remit to the Sate applicable sales taxes. Sales taxes which have been collected are excluded from the computation of gross receipts in the determination of the fee payable to NAFI. The amount of taxes excluded will not exceed the actual sum payable to the State. Where required by State law or regulation, the Concessionaire shall obtain and conspicuously display the State sales tax permit.
 - b. The Concessionaire warrants that the amount payable to the NAFI has not been reduced by the amount of any tax or duty from which the Concessionaire is exempt. If any such tax or duty has been included the pricing or consideration through error or otherwise, the contract pricing or consideration will be correspondingly reduced or adjusted. If for any reason after the contract date, the Concessionaire is relieved in whole or in part from the payment or the burden of any tax or duty included in the contract pricing or other consideration, the contract pricing and other consideration will be correspondingly adjusted.
6. Commencement date of service or installation of equipment and phase-in:
- a. Installation of machines and commencement of service under this Contract will be on 30 Aug 02. Before that date, the Concessionaire may submit a phase-in plan to the NAFI Manager or authorized representative for approval. The phase-in plan will provide timely installation of machines, as required by the NAFI.
 - b. After completion of all machine installations, and periodically thereafter as required by the Contracting Officer, the concessionaire shall provide a listing of all machines on location.
 - c. The phase-in plan and equipment on location listing must provide the following information:

LOCATION	PLANNED INSTALLATION DATE	TYPE MACHINE	MFG & MODEL	DEMO (NEW)	12 MONTH PERIOD
Triangle Fitness Center		Refrigerated Beverage	Dixie Narco # DN 2145	S/N 0017 8022 CX	

7. Phase-out and changeover period:

- a. The 10 calendar day period following expiration of this Contract is a phase-out and changeover period during which the concessionaire continues operations and removes machines to correspond to the phase-out of a follow on contract as directed by the NAFI Manager or authorized representative to provide continuity of service.
 - b. The Concessionaire removes all machines within the 10-calendar day phase-out and changeover period as approved by the Contracting Officer. All terms and conditions of the Contract apply to operations and sales during the phase-out and changeover period; however, the period of change over will not be construed as a renewal of the Contract period.
8. Monies will be collected from each machine at least once per month on a regular basis as close to the end of the month as possible. Monies also will be collected before the machines are removed from the NAFI premises for repair or replacement.
9. Any act of vandalism or machine break-ins discovered by the Concessionaire must be reported immediately to the base security police and the Contracting Officer.

This contract consists of the following documents:

- a. Contract Terms and Conditions
- b. Appendix A, Listing of Vending Machine
- c. Appendix B, Insurance Requirements
- d. Appendix C, Equipment Specifications
- e. Appendix D, Performance Specifications
- f. Appendix E, Fee Schedule
- g. General Provisions (Clause 1-25)
- h. Clauses incorporated by reference
- i. Wage Determination No. 94-2301 Rev 20 Date 5/28/2002

FOR THE NAFI:

FOR THE CONCESSIONAIRE:

 Signature of Contracting Officer

 Signature of person authorized to sign contract

 SSAN
Reggie E. Temple

Type or print name

310 M Street, Bldg 4605**Keesler AFB, MS 39534****(228) 377-1817**

Address and phone number / Date

 Type or print name

 Address and phone number / Date
APPENDIX A**LISTING OF VENDING MACHINES**

Located at:

Keesler AFB MS

Brief Description	Location	Operating	Play of Machine	Bldg No.	Base	Hours	Price
Refrigerated Beverage	Keesler, AFB, MS			7504			

APPENDIX B**INSURANCE REQUIREMENTS****VENDING MACHINE CONCESSION**

The Concessionaire will maintain, during any contract period, insurance coverage listed herein with insurance company (ies) acceptable to the NAFI. The insurance coverage's to be maintained are:

a. The following with coverage limits complying with state or military installation requirements, whichever is greater, where this Contract is performed:

(1) Worker's Compensation and Employer's Liability Insurance

(2) Automobile Bodily Injury and Property Damage Liability for vehicles operated in performance of this Contract by the Concessionaire's agents or employees on the military installation, whether or not owned by the Concessionaire.

b. The following coverage will be maintained and as required by the Contracting Officer, the Concessionaire will furnish a Certificate of Insurance, evidencing that insurance is in effect:

(1) Comprehensive General Liability in minimum limits of \$100,000 for personal injury for each occurrence or \$300,000 aggregate and \$50,000 for each occurrence for property damage or \$50,000 aggregate.

(2) Products Liability Insurance in minimum limits of \$100,000 for injury to or death of any one person, \$100,000 for each accident or occurrence, \$300,000 for aggregate products bodily injury liability, \$50,000 for property damage liability and \$25,000 for aggregate products property damage liability.

APPENDIX C**EQUIPMENT SPECIFICATIONS**

VENDING MACHINE CONCESSION

1. The equipment must comply with the specifications set forth herein. All equipment is subject to the Contracting Officer's approval before installation.

The concessionaire will:

a. Provide coin boxes designed in a manner (such as, hasp), which will allow the NAFI to install a padlock to secure the box independent of other locking controls. If coin boxes cannot be locked in this manner, the Concessionaire shall make adjustments required, and the machines will not be put in use until adjustments are made. The Contracting Officer can exempt certain machines where it is impractical to comply with this requirement. **(This contract is exempt since the government will be receiving a flat rate per month.)**

b. All electrical equipment will be installed in accordance with standards of the national electrical code (except overseas areas) and the standards of the basic civil engineer.

APPENDIX D

PERFORMANCE SPECIFICATIONS

VENDING MACHINE CONCESSION

1. Concessionaire will service and maintain machines as follows:

a. Clean exterior of equipment and glass surfaces when machines are serviced and collections are made. Replace glass surfaces promptly if cracked or broken.

b. Replace burned out light bulbs in machines. Replace rebound rubber bumpers, plunger springs, and flippers to pinball machines if worn or broken. Replace bun butts and sights for rifle games if damaged or broken.

2. Concessionaire will service machines within 24 hours of notification and replace machines within 48 hours if machines become unserviceable or otherwise fail to comply with the equipment specifications.

3. Concessionaire operates said services and provides machines of a quality satisfactory to the NAFI manager or duly authorized agent. Coins are collected according to Article IV, paragraph 9, before taking any machine off the premises for repair or replacement.

4. Concessionaire submits to the Contracting Officer for review and approval or disapproval a schedule of prices to be charged. On approval of such prices, provides the NAFFMO with a copy of same. The Concessionaire will then adhere to such prices. Prices charged must be consistent throughout Services.

5. Concessionaire keeps the machines in proper mechanical working order at all times, including any meters and special attachments thereto; makes all necessary repairs and replaces parts, and ensures the machines are properly identified.

8. Concessionaire conforms to the requirements of each applicable NAFI as to physical location of machines in use.

APPENDIX E

FEE SCHEDULE

VENDING MACHINE CONCESSION

Offerer enters below a fee percentage offered to the NAFI(s). A single award will be made for all categories in accordance with the Award paragraph of the Schedule. An offer must be made on all categories for that offer to be eligible for consideration for award.

Item No.	Category of Service	Fee
1.	Vending	<u>\$200.00 per month (Flat rate)</u>

OFFERER (name of firm) POWER SHACK INC
 (address) P.O. BOX 6752
 (telephone no.) 1-800-359-4792
 (signature) _____
 (typed) THOMAS BANISCH
 (title) President and Co-Owner

GENERAL PROVISIONS

1. DEFINITIONS (MAR 2000) - As used throughout this contract, the following terms and abbreviation have the meanings set forth below:

- a. The term "contract" means this agreement or order and any modifications hereto.
- b. The abbreviation "NAFI" means Nonappropriated Fund Instrumentality of the United States Government.
- c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI, which is a party hereto, or his successor or successors.
- d. The term "Contractor" means the party responsible for providing supplies and/or services at a certain price or rate to the NAFI under this contract.
- e. The abbreviations "FAR" means Federal Acquisition Regulation

2. DISPUTES (MAR 2000)

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals, and the decision of the Board shall be final and conclusive; provided that if no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, however, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Contracting Officer unless directed to do otherwise by the Contracting Officer.

b. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph "a" above, provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

3. LAW GOVERNING CONTRACTS (MAR 2000) - In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

4. LEGAL STATUS (MAR 2000) - The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.

5. EXAMINATION OF RECORDS (MAR 2000)

This clause is applicable under contracts that are entered into by means of negotiation and where price and costing data are required to support a determination of price reasonableness. This clause does not apply to

commercial items or when the contracting officer determines that prices agreed upon are based on adequate price competition. The Contractor agrees that the Contracting Officer or his duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and until the expiration of three years after the final payment.

6. ASSIGNMENT (MAR 2000) - The Contractor or its assignee's rights to be paid amounts due as a result of performance this contract, may be assigned. No assignment by the Contractor, assigning its rights or delegating its obligations under this contract will be effective and binding on the NAFI until the written terms of the assignment have been approved in writing by the Contracting Officer.

7. GRATUITIES (MAR 2000)

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Air Force or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent, or representative of the contractor, to any officer or employees of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in paragraph "a" hereof, the NAFI shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Air Force or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. TERMINATION FOR CONVENIENCE (MAR 2000) - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract's date. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such Contractor claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2.

9. CANCELLATION BY MUTUAL AGREEMENT (MAR 2000) - Should the situation warrant, the parties upon mutual agreement and no costs, may cancel this contract.

10. TERMINATION FOR CAUSE (MAR 2000)

a. (1) The NAFI may, subject to paragraphs (c) and (d) below, by written notice of cause to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or perform the service within the time specified within this contract or any Extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below);or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The NAFI's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of notice from the Contracting Officer specifying the failure.

b. If the NAFI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will remain liable to the NAFI for any excess costs for those supplies or services. However the Contractor must continue the work not terminated.

c. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1)

acts of God or of the public enemy, (2) act of the NAFI in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and; (9) unusually severe weather. Defaults by subcontractors at any tier for any reason do not constitute causes beyond the control and without the fault or negligence of the Contractor.

d. If this contract is terminated for default, the NAFI may require the Contractor to transfer title and deliver to the NAFI as directed by the Contracting Officer, any

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tool dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in the clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.

e. The NAFI shall pay the contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.

f. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of the NAFI.

g. The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.

11. INSPECTION AND ACCEPTANCE (MAR 2000) - Inspection and acceptance will be at destination, unless otherwise provided in this contract. Notwithstanding the requirements for any NAFI inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the NAFI, the Contractor, shall perform or have performed the inspections and tests required to substantiate that the supplies provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. Acceptance of the supplies or services or a written notice of rejections must be accomplished on or before the fifth working day following delivery of the supplies or services, unless otherwise specified in this contract.

12. VARIATION IN QUANTITY (MAR 2000) - No variation in quantity of any item called for by this contract will be accepted unless authorized by the Contracting Officer.

13. PARTIAL DELIVERIES (MAR 2000) - Partial deliveries are not permitted unless authorized by the terms of the contract or approved by the contracting officer.

14. PAYMENTS (MAR 2000) - Partial payments will be made when deliveries are authorized or as approved by the contracting officer. Payments and penalties for late payments are subject to the requirements established by the Prompt Payment Act, as amended, and as implemented for NAFI's. If the NAFI makes payment but such payment fails to include a prompt payment penalty due to the Contractor within 10 days from when the contract payment is made, penalty amounts will not be paid unless the Contractor makes a written request within forty days after the date of payment.

15. HOLD AND SAVE HARMLESS (MAR 2000) - The Contractor shall indemnify, hold and save harmless, and defend the NAFI, its outlets and customers from any liability, claimed or established for violation or infringement of any patent, copyright, or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of products or services listed in this contract, except for such claims or damages caused by, or resulting from negligence of NAFI customers, employees, agents, or representatives. Also, Contractor shall at all times hold

and save harmless the NAFI, its agents, representatives, and employees from any and all suits, claims, charges, and expenses which arise out of acts or omissions of Contractor, its agents, representatives, or employees.

16. MODIFICATIONS (MAR 2000) - No agreement or understanding to modify this contract will be binding upon the NAFI unless made in writing and signed by a Contracting Officer from the office that issued the contract or its successor.

17. TAXES (MAR 2000)

a. Except as may be otherwise provided in this contract, the contract price includes all taxes, duties or other public charges in effect and applicable to this contract on the contract date, except any tax, duty, or other public charge, which by law, regulation or governmental agreement, is not applicable to expenditures made by the NAFI or on its behalf; or any tax, duty, or other public charge from which the Contractor, or any subcontractor hereunder, is exempt by law, regulation or otherwise. If any such tax, duty, or other public charge has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

b. If for any reason, after the contract date of execution, the Contractor or subcontractor is relieved in whole or in part from the payment or the burden of any tax, duty, or other public charge included in the contract price, the contract price shall be correspondingly reduced; or if the Contractor or subcontractor is required to pay in whole or in part any tax, duty, or other public charge which was not applicable at the contract date of execution the contract price shall be correspondingly increased.

18. PROOF OF SHIPMENT (MAR 2000) - (Applicable to shipments outside the United States through the Defense Transportation System [DTS] and Parcel Post shipments to overseas destinations.)

a. Notwithstanding any clause of this contract to the contrary, payment will be made for items not yet received, upon receipt of an invoice accompanied by an appropriate proof of shipment. If shipment is made by insured parcel post, the contractor must furnish a copy of the Insured Mail Receipt issued by the US Postal Service. Otherwise, a stamped copy of a Certificate of Mailing issued by the US Postal Service must be furnished. If shipment is made by a common carrier (rail, air or motor freight), the Contractor must furnish a signed copy of the shipping document on which items are receipted for by the common carrier. A signed receipt by a NAFI representative at the delivery point (CCP or POE) is also acceptable evidence of proof of shipment.

b. Forwarding a proof of shipment and an invoice for payment by the Contractor shall be construed as a certification by the contractor that the items shipped conform to the specifications.

c. Notwithstanding any provisions of this clause or any payment made pursuant to the terms of this clause prior to receipt of the items contracted for, the NAFI retains the right to inspect upon receipt and the right to reject nonconforming items. The liability of the Contractor with respect to items for which payments have been made will, after inspection by the NAFI or after the expiration of a reasonable time following delivery to the NAFI within which inspection may be made, whichever occurs first, be limited to (i) exceptions taken at the time of inspection, and (ii) latent defects, fraud, or such gross mistakes as amount to fraud.

19. COMMERCIAL WARRANTY (MAR 2000) - The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies covered.

20. ADVERTISEMENTS (MAR 2000) - Contractor agrees that none of its nor its agent's advertisements, to include publications, merchandise, promotions, coupons, sweepstakes, contest, sales brochures, etc, shall state, infer or imply that the Contractor's products or services are approved, promoted, or endorsed by the NAFI. Any advertisement, including cents-off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for, nor sponsored in whole or in part by, the particular activity.

21. DISCOUNTS FOR PROMPT PAYMENT (MAR 2000)

a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

b. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

22. INVOICES (MAR 2000):

a. An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties, must include) the following:

- (i) Invoice date;
- (ii) Name of Contractor;
- (iii) Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;
- (iv) Shipment number and date of shipment (Bill of Lading number and weight of shipment will be shown for shipments on Government Bills of Lading)
- (v) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
- (vi) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
- (vii) Any other information or documentation required by other provisions of the contract (such as evidence of shipment). Invoices shall be prepared and submitted in duplicate (one copy shall be marked Original") unless otherwise specified.

b. For purposes of determining if interest begins to accrue under the PROMPT PAYMENT ACT (PUBLIC LAW 97-177):

- (i) A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred.
- (ii) Payment shall be considered made on the date on which a check for such payment is dated.
- (iii) Payment terms (e.g., "Net 20") offered by the contractor will not be deemed required payment dates.
- (iv) The following periods of time will not be included:
 - (A) After receipt of improper invoice and prior to notice of any defect or impropriety, but not to exceed three days for meat and meat food products, five days for perishable agricultural commodities, and 15 days in all other cases, and
 - (B) Between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice."

23. ELECTRONIC FUND TRANSFER PAYMENTS (MAR 2000) – Federal law requires Federal payments to be made by electronic fund transfer. Any payment made on this contract has to be made by EFT (unless otherwise specified within the contract or exempted by law). After award of the contract the EFT Partner Enrollment Form will be provided and must be completed to accomplish EFT payments.

24. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS (MAR 2000) - The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended debarred or declared ineligible by any other Federal Department or agency, or upon receipt of a notice of proposed debarment from another DOD Agency, during the performance of this contract.

25. NON WAIVER OF DEFAULTS (MAR 2000) - Any failure by the NAFI at any time, or from time to time, to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms or conditions in any way or the NAFI's right at any time to avail itself of such remedies as it may have for any breach or breaches of such terms and conditions

LIST OF FAR CLAUSES INCORPORATED BY REFERENCE

The provisions of the following clauses set forth in the Federal Acquisition Regulation (FAR) or DoD FAR Supplement are hereby incorporated into this order or contract by reference with the same force and effect as though herein set forth in full. As used in the following clauses, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth in FAR or DoD FAR Supplement on the issuance date of this order or contract. Clauses made inapplicable by the reference or by the kind of order, contract (e.g., orders or contract for services instead of supplies) or dollar amount are self-deleting. The complete text of any clause incorporated in this order or contract by reference may be obtained from the contracting officer.

CLAUSE NO.	REFERENCE	CLAUSE TITLE
26	52.243-1	Changes - Fixed-Price
27	52.222-13	Davis-Bacon and related Act regulations
28	52.222.41	Service Contract Ac Of 1965, as amended
29	52.225-11	Restrictions on Certain Foreign Purchases
30	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
31	52.246-16	Responsibility for Supplies
32	52.222-20	Walsh-Healy Public Contracts Act
33	52.222-26	Equal Opportunity
34	52.223-2	Clean Air and Water
35	252.225-7001	Buy American Act and Balance of Payments Program
36	52.222-3	Convict Labor
37	252.225-7002	Qualifying Country Sources as Subcontractors and not for commercial use items
38	52.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contracts Felonies Employment
39	52.222-21	Nonsegregated Facilities

WAGE DETERMINATION NO: 94-2301 REV (20) AREA: MS,PASCAGOULA

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross Division of
 Director Wage Determinations

Wage Determination No.: 1994-2301**Revision No.: 20****Date Of Last Revision: 05/28/2002**

State: Mississippi

Area: Mississippi Counties of George, Hancock, **Harrison**, Jackson, Pearl River, Stone****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
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Administrative Support and Clerical Occupations

Accounting Clerk I	9.05
Accounting Clerk II	11.36
Accounting Clerk III	13.71
Accounting Clerk IV	16.77
Court Reporter	12.10
Dispatcher, Motor Vehicle	11.20
Document Preparation Clerk	9.26
Duplicating Machine Operator	9.26
Film/Tape Librarian	8.80
General Clerk I	7.45
General Clerk II	8.36
General Clerk III	9.19
General Clerk IV	13.67
Housing Referral Assistant	14.75
Key Entry Operator I	8.93
Key Entry Operator II	10.28
Messenger (Courier)	7.58
Order Clerk I	10.99
Order Clerk II	14.67
Personnel Assistant (Employment) I	11.14
Personnel Assistant (Employment) II	12.53
Personnel Assistant (Employment) III	13.40
Personnel Assistant (Employment) IV	15.04
Production Control Clerk	14.73
Rental Clerk	9.29
Scheduler, Maintenance	10.47
Secretary I	10.47
Secretary II	13.10
Secretary III	14.75
Secretary IV	16.05
Secretary V	17.78
Service Order Dispatcher	8.96
Stenographer I	8.18
Stenographer II	9.30
Supply Technician	16.05
Survey Worker (Interviewer)	11.00
Switchboard Operator-Receptionist	8.44
Test Examiner	13.10
Test Proctor	13.10

Travel Clerk I	8.51
Travel Clerk II	9.02
Travel Clerk III	9.43
Word Processor I	10.19
Word Processor II	11.45
Word Processor III	12.79

Automatic Data Processing Occupations

Computer Data Librarian	8.35
Computer Operator I	10.14
Computer Operator II	12.44
Computer Operator III	14.52
Computer Operator IV	15.45
Computer Operator V	17.06
Computer Programmer I (1)	16.16
Computer Programmer II (1)	19.97
Computer Programmer III (1)	24.00
Computer Programmer IV (1)	27.61
Computer Systems Analyst I (1)	23.05
Computer Systems Analyst II (1)	25.26
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.81

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	15.42
Automotive Glass Installer	13.96
Automotive Worker	13.96
Electrician, Automotive	14.52
Mobile Equipment Servicer	12.79
Motor Equipment Metal Mechanic	15.09
Motor Equipment Metal Worker	13.96
Motor Vehicle Mechanic	16.10
Motor Vehicle Mechanic Helper	12.26
Motor Vehicle Upholstery Worker	13.38
Motor Vehicle Wrecker	13.96
Painter, Automotive	14.52
Radiator Repair Specialist	13.96
Tire Repairer	12.36
Transmission Repair Specialist	15.09

Food Preparation and Service Occupations

Baker	11.09
Cook I	10.17
Cook II	11.09
Dishwasher	8.41
Food Service Worker	8.41
Meat Cutter	11.09
Waiter/Waitress	8.83

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	15.00
Furniture Handler	11.53
Furniture Refinisher	14.52
Furniture Refinisher Helper	12.26
Furniture Repairer, Minor	13.38

Upholsterer	14.52
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General Services and Support Occupations

Cleaner, Vehicles	8.41
Elevator Operator	8.41
Gardener	10.17
House Keeping Aid I	8.41
House Keeping Aid II	8.86
Janitor	8.86
Laborer, Grounds Maintenance	8.83
Maid or Houseman	7.94
Pest Controller	12.17
Refuse Collector	9.67
Tractor Operator	10.28
Window Cleaner	8.83

Health Occupations

Dental Assistant	11.15
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.48
Licensed Practical Nurse I	9.99
Licensed Practical Nurse II	11.22
Licensed Practical Nurse III	12.54
Medical Assistant	10.38
Medical Laboratory Technician	13.47
Medical Record Clerk	11.36
Medical Record Technician	12.93
Nursing Assistant I	8.10
Nursing Assistant II	8.30
Nursing Assistant III	10.17
Nursing Assistant IV	11.43
Pharmacy Technician	11.63
Phlebotomist	12.23
Registered Nurse I	16.36
Registered Nurse II	20.00
Registered Nurse II, Specialist	20.00
Registered Nurse III	21.21
Registered Nurse III, Anesthetist	24.21
Registered Nurse IV	29.01

Information and Arts Occupations

Audiovisual Librarian	19.32
Exhibits Specialist I	16.53
Exhibits Specialist II	20.10
Exhibits Specialist III	25.61
Illustrator I	16.46
Illustrator II	20.10
Illustrator III	25.61
Librarian	17.46
Library Technician	11.00
Photographer I	11.36
Photographer II	13.07
Photographer III	15.89
Photographer IV	20.24
Photographer V	22.31

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	6.84
Counter Attendant	6.84
Dry Cleaner	7.55
Finisher, Flatwork, Machine	6.84
Presser, Hand	6.84
Presser, Machine, Drycleaning	6.84
Presser, Machine, Shirts	6.84
Presser, Machine, Wearing Apparel, Laundry	6.84
Sewing Machine Operator	8.72
Tailor	8.52
Washer, Machine	7.15

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Tool room)	14.52
Tool and Die Maker	16.72

Material Handling and Packing Occupations

Forklift Operator	12.18
Fuel Distribution System Operator	13.24
Material Coordinator	13.69
Material Expediter	13.69
Material Handling Laborer	9.68
Order Filler	10.73
Production Line Worker (Food Processing)	12.42
Shipping Packer	11.95
Shipping/Receiving Clerk	11.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.71
Store Worker I	10.90
Tools and Parts Attendant	12.58
Warehouse Specialist	12.58

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	17.91
Aircraft Mechanic Helper	14.55
Aircraft Quality Control Inspector	18.53
Aircraft Servicer	15.88
Aircraft Worker	16.57
Appliance Mechanic	14.52
Bicycle Repairer	12.36
Cable Splicer	17.14
Carpenter, Maintenance	14.52
Carpet Layer	14.15
Electrician, Maintenance	18.11
Electronics Technician, Maintenance I	14.15
Electronics Technician, Maintenance II	16.43
Electronics Technician, Maintenance III	17.85
Fabric Worker	13.65
Fire Alarm System Mechanic	15.16
Fire Extinguisher Repairer	13.13
Fuel Distribution System Mechanic	15.59
General Maintenance Worker	13.96
Heating, Refrigeration and Air Conditioning Mechanic	15.09
Heavy Equipment Mechanic	15.26
Heavy Equipment Operator	15.09

Instrument Mechanic	17.35
Laborer	10.21
Locksmith	14.52
Machinery Maintenance Mechanic	16.43
Machinist, Maintenance	15.16
Maintenance Trades Helper	12.58
Millwright	17.54
Office Appliance Repairer	14.66
Painter, Aircraft	14.66
Painter, Maintenance	14.52
Pipefitter, Maintenance	16.28
Plumber, Maintenance	15.34
Pneudraulic Systems Mechanic	15.16
Rigger	16.50
Scale Mechanic	14.15
Sheet-Metal Worker, Maintenance	15.20
Small Engine Mechanic	13.96
Telecommunication Mechanic I	17.89
Telecommunication Mechanic II	20.65
Telephone Lineman	17.93
Welder, Combination, Maintenance	16.05
Well Driller	15.16
Woodcraft Worker	15.16
Woodworker	12.87

Miscellaneous Occupations

Animal Caretaker	9.26
Carnival Equipment Operator	9.75
Carnival Equipment Repairer	11.17
Carnival Worker	8.41
Cashier	7.31
Desk Clerk	8.14
Embalmer	16.57
Lifeguard	9.42
Mortician	17.93
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.50
Recreation Specialist	12.18
Recycling Worker	11.26
Sales Clerk	8.50
School Crossing Guard (Crosswalk Attendant)	9.68
Sport Official	8.50
Survey Party Chief (Chief of Party)	10.58
Surveying Aide	7.01
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.61
Swimming Pool Operator	11.55
Vending Machine Attendant	11.68
Vending Machine Repairer	13.28
Vending Machine Repairer Helper	11.68

Personal Needs Occupations

Child Care Attendant	7.52
Child Care Center Clerk	9.95
Chore Aid	7.94
Homemaker	11.08

Plant and System Operation Occupations

Boiler Tender	17.14
Sewage Plant Operator	14.66
Stationary Engineer	17.14
Ventilation Equipment Tender	12.58
Water Treatment Plant Operator	14.52

Protective Service Occupations

Alarm Monitor	12.35
Corrections Officer	11.87
Court Security Officer	12.33
Detention Officer	12.21
Firefighter	12.89
Guard I	8.78
Guard II	13.94
Police Officer	14.75

Stevedoring/Longshoremen Occupations

Blocker and Bracer	16.99
Hatch Tender	14.77
Line Handler	14.77
Stevedore I	16.28
Stevedore II	17.65

Technical Occupations

Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	15.11
Archeological Technician II	16.94
Archeological Technician III	20.94
Cartographic Technician	20.37
Civil Engineering Technician	14.65
Computer Based Training (CBT) Specialist/ Instructor	23.46
Drafter I	14.64
Drafter II	15.72
Drafter III	19.12
Drafter IV	24.35
Engineering Technician I	13.38
Engineering Technician II	15.52
Engineering Technician III	17.85
Engineering Technician IV	21.73
Engineering Technician V	27.67
Engineering Technician VI	30.49
Environmental Technician	18.22
Flight Simulator/Instructor (Pilot)	22.34
Graphic Artist	19.07
Instructor	19.65
Laboratory Technician	14.93
Mathematical Technician	16.76
Paralegal/Legal Assistant I	13.92
Paralegal/Legal Assistant II	17.06
Paralegal/Legal Assistant III	20.88
Paralegal/Legal Assistant IV	25.25

Photooptics Technician	16.56
Technical Writer	22.80
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	17.17
Weather Observer, Senior (3)	19.04
Weather Observer, Upper Air (3)	17.17

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	12.64
Parking and Lot Attendant	7.06
Shuttle Bus Driver	10.91
Taxi Driver	8.37
Truck driver, Heavy Truck	13.59
Truck driver, Light Truck	10.10
Truck driver, Medium Truck	15.01
Truck driver, Tractor-Trailer	13.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: (Guam): 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of

hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.
